Great Recipe Products Corporation *and* International Brotherhood of Firemen and Oilers, AFL-CIO-CLC *and* Gregory Thomas. Cases 10-CA-16725 and 10-CA-17033

January 31, 1983

DECISION AND ORDER

BY MEMBERS JENKINS, ZIMMERMAN, AND HUNTER

On September 30, 1982, Administrative Law Judge Robert A. Gritta issued the attached Decision in this proceeding. Thereafter, Royal Chicken, Inc., as party in interest, filed exceptions and a supporting brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and brief and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order,[1] as modified herein.[2]

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge, as modified below, and hereby orders that the Respondent, Great Recipe Products Corporation, Atlanta, Georgia, its officers, agents, successors, and assigns, shall take the action set forth in the said recommended Order, as so modified:

1. Substitute the following for paragraph 2(b):

"(b) Offer Jennifer Johnson, Kathy Keith, and Gregory Thomas immediate and full reinstatement to their former jobs or, if those positions no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights and privileges previously enjoyed, and make them whole for any loss of earnings they may have suffered, plus interest."

2. Substitute the attached notice for that of the Administrative Law Judge.

APPENDIX

NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE
NATIONAL LABOR RELATIONS BOARD
An Agency of the United States Government

After a hearing at which all sides had an opportunity to present evidence and state their positions, the National Labor Relations Board found that we have violated the National Labor Relations Act, as amended, and has ordered us to post this notice.

WE WILL NOT discharge our employees for engaging in protected activities.

WE WILL NOT interrogate our employees concerning their union sympathies or desires.

WE WILL NOT make working conditions more onerous because our employees engage in union activities.

WE WILL NOT prohibit union solicitations among our employees in nonworking areas of the plant on nonworktime.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce employees in the exercise of their rights guaranteed under Section 7 of the Act.

WE WILL offer Jennifer Johnson, Kathy Keith, and Gregory Thomas immediate and full reinstatement to their former jobs or, if those positions no longer exist, to substantially equivalent jobs, without prejudice to their seniority or any other rights and privileges previously enjoyed, and make them whole for any loss of earnings they may have suffered, plus interest.

WE WILL also expunge from the personnel files of Jennifer Johnson, Kathy Keith, and Gregory Thomas any reference to their discharges detailed above.

GREAT RECIPE PRODUCTS CORPORATION

DECISION

STATEMENT OF THE CASE

ROBERT A. GRITTA, Administrative Law Judge: This case was heard before me on July 14, 1982, in Atlanta, Georgia, based upon charges filed by International Brotherhood of Firemen and Oilers, AFL-CIO-CLC,

[1] Royal Chicken, Inc., excepts, as party in interest, solely on the grounds that the General Counsel failed to litigate, and the Administrative Law Judge's Decision failed to address, the issue of Respondent's dissolution prior to the hearing. Royal Chicken complains that by including "successors" within the scope of the Order, the Administrative Law Judge unduly prejudiced it in terms of its potential liability for remedying Respondent's unfair labor practices. We find no prejudice inasmuch as the issue of Royal Chicken's potential liability as successor may yet be pleaded and litigated during the compliance stage of this proceeding. See *Robert G. Shearer d/b/a George C. Shearer Exhibitors Delivery Service*, 246 NLRB 416, fn. 3 (1979), and *Southeastern Envelope Co., Inc. & Southeastern Expandvelope, Inc. (Diversified Assembly, Inc.)*, 246 NLRB 423 (1979). In reaching this result, Member Hunter notes that although Royal Chicken had actual notice of the issuance of the complaint and of the unfair labor practice hearing, it did not seek to intervene in that proceeding.

[2] We have modified the Administrative Law Judge's recommended Order to include the full reinstatement language traditionally provided by the Board. We also modify the proposed notice to conform with the provisions of the recommended Order.

and Gregory Thomas, an Individual (herein the Union and individual charging party) on February 27, March 5, and May 28, 1981, and complaints issued by the Regional Director for Region 10 of the National Labor Relations Board on April 9 and July 9, 1981.[1] The complaints allege that Great Recipe Products Corporation (herein referred to as Respondent) violated Section 8(a)(1) and (3) of the National Labor Relations Act, as amended, herein called the Act, by interrogating, threatening, and interfering with employees engaged in union activities and by discharging employees for supporting the Union. Respondent's timely answer denies the commission of any unfair labor practices.

All parties hereto were afforded full opportunity to be heard, to examine and cross-examine witnesses, to introduce evidence, and to argue orally on the record.[2]

Upon the entire record in this case and from my observation of the witnesses and their demeanor on the witness stand, and upon substantive, reliable evidence considered along with the consistency and inherent probability of testimony, I make the following:

FINDINGS OF FACT

I. JURISDICTION AND STATUS OF LABOR ORGANIZATION—PRELIMINARY CONCLUSIONS OF LAW

The complaint alleges, Respondent admits, and I find that Great Recipe Products Corporation is a Georgia corporation engaged in food processing in Atlanta, Georgia. Jurisdiction is not in issue. Great Recipe Products Corporation, in the past 12 months, in the course and conduct of its business operations shipped products from its Atlanta facility, valued in excess of $50,000 directly to points located outside the State of Georgia. I conclude and find that Great Recipe Products Corporation is an employer engaged in commerce and in operations affecting commerce within the meaning of Section 2(2), (6), and (7) of the Act.

The complaint alleges, Respondent admits, and I conclude and find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. BUSINESS OF RESPONDENT

Respondent operates a meat processing plant composed of two production rooms. Production room #1 consists of two deboning lines and two cutting lines. Jim Moore is the admitted supervisor of the two cutting lines and Dennis Meaders is the admitted supervisor of the two deboning lines. After production room #1 completes the cutting and deboning the meat passes to production room #2 for refrigeration processing and packing. Production room #1 employs approximately 150 employees whereas production room #2 has less employees. The admitted plant manager is James Hewell and Mel Nibert is the alleged maintenance supervisor.[3]

III. ALLEGED UNFAIR LABOR PRACTICES

Jennifer Johnson testified that she was employed by Respondent as a cutter on the trim line on August 5, 1980. Her immediate supervisor was Jim Moore. In January 1981, Johnson called the Union and discussed organizing the Employer. As a result of a meeting with union officials Johnson received 37 authorization cards to be distributed in the plant. Johnson solicited signatures on all the cards and returned them to the Union. The union representative suggested an in-plant committee to solicit additional authorization cards. Following a union meeting in a local motel a committee was selected and each member was given 50 cards to distribute. The next day each member took the cards into the plant to solicit signatures.

Shortly thereafter on January 9, Mel Nibert, maintenance supervisor, approached Johnson just outside the production room in the hall. Nibert asked for a union card telling Johnson he knew she had some. Johnson denied having union cards and Nibert told Johnson if she did not give him one he would get someone else to get it for him. Johnson again denied having any union cards. Johnson did in fact have union cards but they were locked in her locker.

Nibert was the maintenance supervisor and had been instrumental in establishing the machines in the production rooms and was responsible for their repair and upkeep. After the production rooms were set up it was decided to put on a night shift to clean up and repair machines after the day's production. Several friends asked Johnson about employment at Respondent's plant. Johnson directed them to Nibert and later learned that Nibert had hired them. Johnson also knew that Nibert told the maintenance employees what to do and disciplined those same employees. On one occasion which occurred on January 15 two maintenance employees came to work late. Willie, the leadperson in maintenance, wanted them discharged and discussed the situation with Nibert. The two employees were then discharged.

Johnson testified that she was discharged on February 12 by Jim Moore. Johnson recalled the events as follows:

> On the day that I was discharged, I had just came off break. The lady from personnel came on production one floor, to the cutting line and told me that I had an emergency phone call from the nursery that my child attended and said that I needed to call the nursery immediately, because he was ill. I asked Mr. Moore could I be dismissed from the line to go call the nursery to see what was wrong with my son. I called the nursery and they asked me to come and get him because he was sick and there was nothing else that they could do for him, because they had did everything that they could. They asked me to come and get him. I went back on production one floor and talked to Mr. Moore and told him that I needed to get off from work to go see about my son, because he was ill. At that

[1] All dates herein are in 1981 unless otherwise specified.

[2] Albeit Respondent was timely served with notice it made no appearance nor was it represented by counsel. Neither party desired to file a brief.

[3] The complaint in Case 10-CA-16725 alleges a Mel Myburn as maintenance supervisor. Respondent's answer denies the supervisory and employee status of Myburn. At the hearing the General Counsel amended par. 6 of the complaint to substitute Mel Nibert for Mel Myburn.

time Mr. Moore said that he wasn't gonna keep letting me off from work, and I told him that I had to go see about my child, because I was the only support of him. He asked me to bring a doctor's certificate, and I told him that I would. He asked me not to nut up on him, and I told him that I wasn't. He asked me to quit my job, and I asked him was he crazy. Then he said "Don't worry about clocking in any more," and I asked him was he firing me, and he said "Yes," and I told him to clock me out and then get my money that the company owed me and I would leave the premises.

Q. Okay, were you in fact given your money?
A. Yes.

Johnson stated that she had never been reprimanded for job performance either orally or in writing. In the past she and other employees had been permitted to leave the plant for personal reasons without recourse by Moore. Moore had not placed any limitations upon employees leaving the plant for personal reasons. Johnson's most recent request to leave the plant was on February 10 when she became ill. Moore allowed her to leave but wanted a doctor's excuse upon her return. Johnson came back to work the next day and brought the doctor's excuse to Moore.

Kathy Keith testified that she was hired on the deboning line on October 6, 1980. Her immediate supervisor was Dennis Meaders. Keith became involved in the union campaign at its beginning during the first week of January. She attended meetings, assisted Jennifer Johnson in getting employee signatures on authorization cards totaling about 40, and wore a union pin.

During the last week of February, Meaders approached a group of employees in the plant just outside the work area. Employee Carolyn Jones, Carolyn Scott, and Pringle were with Keith. Keith testified as follows:

Well, we began work—well, we started to work that morning around 6:54 or 7:00 we began in the work area. We don't start working until 7:00, and we had just began to work when the inspector came in and told everybody they had to leave out because the work area wasn't clean. The walls was greasy and the tables was greasy, so we had to go outside the work area and we was standing out there and one of the employees, Doris, was talking about she was scared to attend the union meetings because she was scared she would get fired. And I was telling her that what she did on her time, you know, they couldn't fire her because the union meetings were after work. So, we began work about fifteen or twenty minutes after that and Dennis came over to me and told me he wanted to talk to me in the break room. So, we went out in the break area and he told me don't be talking about any damned union with my other employees, trying to influence them.

On February 25 or 26 Meaders called the deboning employees out to the break area in threes. He read from a paper that stated that employees are responsible for any meat left on the bones because such waste cost the Company money. Each employee was expected to make up any loss out of his paycheck. Keith was among the final threesome and refused to sign because more than one person could be responsible and she was not going to pay for someone else's bad work. Also on February 27 at the normal clock out time of 3:45 p.m. there were no timecards in the rack for the deboning employees. The security guard told the employees to see Meaders in the secretary's office one at a time. Meaders gave each employee new rules respecting tardiness, restrooms, and doctors' excuses. Thereafter any clock in at 7 a.m. or after is late and an accumulation of five lates equal 1 day's absence. A doctor's excuse would no longer be accepted and no employee could go to the restroom without Meaders' permission. Each deboning employee was required to sign an employee counseling report after being advised of the rule changes by Meaders.

On March 2, the Union held a meeting and distributed union buttons with the legend, "Firemen and Oilers, United we stand, divided we fall." Several employees wore the buttons to work the next day.

A second conversation with Meaders took place on March 3 at the deboning work station. Plant Manager Jim Hewell and employee Carolyn Jones were involved. Keith, Jones, and several other employees were wearing the union buttons on the work smock furnished by Respondent. Hewell told Jones she had to remove the pin because it was on company property. Jones removed the pin from the smock and placed it on her personal blouse. Jones told Hewell that the smock was company property but the blouse was hers and she could wear it on her blouse. Hewell then turned, spoke to Meaders, and began surveying the room and counting the number of employees wearing union buttons. Hewell left and Meaders came to Keith's work station. Meaders told Keith she would have to take the union button off because it might fall into the product. While Meaders and Keith discussed how the button could fall, the supervisor of the department came over and told Meaders that the employees did not have to remove the insignia. The Company did have a rule that jewelry or nail polish could be worn while working but it had to be covered by gloves, hairnet, or the work smock.

The following day, March 4, Keith was discharged. She testified:

I came to work about 7:05, and I got ready to clock in, but I didn't have a time card. So, Chuck Shortman, he came out and told me that Dennis wanted to see me, and I asked him how did Dennis want to see me and didn't even know I was there. But he said I should wait a few minutes. So, I waited and by that time Dennis came out and he told me I was fired, and I asked him why and he said because I was late. I told him he wasn't firing me because I was late, he was firing me for the union activities. By that time, Chuck Shortman, he spoke and told me to wait in the break room 'cause I had to go up before the board and the committee before Dennis could fire me.

> And I asked him what board and committee, because I had never heard of a board and a committee, and he told me that the board and committee was himself, Jim Hewell, and Jack, the payroll clerk. So, I went and sat in the break room and I waited from about 7:05 til 10:30, and that's when Dennis brought my check in.

Keith was late clocking in on only one occasion and that was her day of discharge. On that day she was only 4 or 5 minutes late. She had never been warned of lateness nor had she ever been criticized for her attitude toward her job. Nonetheless, when she was discharged the separation notice given to her by Meaders clearly stated past infractions and counseling.

Gregory Thomas testified that he was hired on February 6, 1981, on the cutting line and worked under Supervisor Jim Moore. His job was to dump fresh chicken on the conveyor belt and pick up and weigh the cut-up meat. During his employment he signed a union card, attended union meetings, and wore union insignia. The day following his first union meeting, about March 5, Jim Moore approached Thomas at his work station and asked if he had attended the union meeting the night before. Thomas replied in the affirmative and Moore simply shook his head. During the last week of March, Plant Manager Hewell spoke to the production employees assembled in the break room. He instructed the employees not to wear any union insignia on the company furnished clothing. Some employees, including Thomas, were wearing union pins on their smocks and personal shirts. Hewell did not tell any employees to remove pins from company clothing at this meeting.

The union election was conducted on Friday, April 10, between the hours of 2 and 3:30 p.m. Employees were released to vote by sections. Thomas' production area was released at 2:30 p.m. but when he arrived at the poll there was a delay because about 40 Laotian employees were having problems identifying themselves to the election observers. The plant had a Laotian interpreter but he was not at the poll. Thomas waited his turn to vote, did so, then on the way back to his production area stopped to get his paycheck.[4] He arrived back at his work area at 3:25 p.m. Upon his arrival Jim Moore told Thomas that he was fired for coming back late from the election. Thomas denied that he was late and asked Moore if the two could talk after work. Moore said no to Thomas' request and Thomas said, "Well clock me out." Moore did not clock Thomas out so Thomas waited until 3:45 p.m., regular quitting time, and clocked out. While Thomas waited for quitting time several of the employees from his production area came back to work from the polling area. Moore did not discipline those several employees as they returned to work.

The following Monday Thomas went to the plant to talk to Moore about going back to work. His timecard had discharged written on it. Thomas sought out Moore and asked why he was discharged. Moore told Thomas to wait until breaktime and he would tell him why. At 9:30 a.m. Moore took his break in the break room. Thomas again asked "why" and Moore said because he came back late from the election and in a disorderly fashion. Thomas asked Moore if he believed in giving anyone a chance and Moore responded, "Well, I'm through with it and there's nothing else to do." At that, each went his separate way.

[4] The Laotian employees worked in a production area that was released before Thomas' production area.

Analysis and Conclusions

The General Counsel contends that Mel Nibert, maintenance supervisor, is an agent of Respondent, acting on its behalf and is a supervisor within the meaning of Section 2(11) of the Act. The record evidence establishes that Nibert had the responsibility of setting up the production floors including the repair and maintenance of the equipment. Nibert had the additional responsibility of directing the work of two shifts of employees with leadpersons reporting to him. Although the record is not entirely clear the evidence shows that Nibert assumed and exercised discipline of his subordinates including discharge and possessed substantial authority in the hiring procedures of the maintenance crew. In view of no contradiction of the evidence and because in my opinion Nibert does function as a supervisor I conclude and find that Nibert is a supervisor within the meaning of the Act.

The testimony of the conversations between Johnson and Nibert on January 9 and between Thomas and Moore on March 5 clearly shows that supervisors questioned employees concerning their involvement in union activities. Such questioning occurring in the context of a union campaign could reasonably be considered as coercive. Particularly, when one considers that the employee solely responsible for the union intrusion is the first questioned and the substance of the inquiry is the foundation of union support—authorization cards. Further, Moore's questioning invades Thomas' protected right to support the Union anonymously if he so desires. I therefore conclude and find that Respondent through Nibert and Moore coercively interrogated employees about their union sympathies in violation of Section 8(a)(1) of the Act.

Keith's credited testimony of Supervisor Meaders' instructions pertaining to Keith's continued organizing efforts among her coworkers evinces an intentional attempt to stifle employees' guaranteed rights. It is obvious that Meaders overheard Keith discussing employee rights and unionism and determined to stop it. It is enough that Meaders proscribed conduct that Keith had a statutory right to engage in but he added insult to injury by taking Keith to the very location where protected activities are above reproach—the break room. Meaders' language describing the vice to Keith is instructive, "talking about any damn union with my other employees, trying to influence them." There is no doubt of Meaders' intent to stop the organizing efforts of Keith in areas clearly set aside and occurring at times clearly allowable by law. Meaders' oral rule against union solicitation promulgated to Keith on February 24 is in my view violative of Section 8(a)(1) and I so conclude and find.

Meaders next attempted to strengthen production rules and administrative rules in his department. The motiva-

tion for such changes is unquestionably unlawful coming in the midst of the union campaign and void of any reason related to production or discipline. Meaders was simply getting a message to the employees that organizational efforts would only get them tougher working conditions which could result in less take-home pay and swifter discipline not to mention the discomfort of inability to naturally relieve oneself at the most opportune time. The changes made by Meaders were memorialized by each employee's signature on a counseling report as an aid to enforcement should employees stumble over any rule. I conclude and find that Respondent, through Meaders, interfered with, restrained, and coerced employees in the exercise of their guaranteed rights to self-organization by instituting rule changes designed to make working conditions more onerous and as a reprisal for employees engaging in protected activities. Such action by Meaders is violative of Section 8(a)(1) of the Act.

The testimony of Keith and Thomas focusing upon the instructions of Plant Manager Hewell with regard to the wearing of union insignia on work clothes requires consideration of all circumstances. Hewell centered his remarks of removing the union insignia upon the company property (the smock furnished by the Employer to all employees which had to be worn in the production rooms) and the chance that the pin could fall into the product unobserved—two legitimate concerns in view of sanitation requirements for food processors. Although Hewell's display of surveying the room ostensibly to count the number of union buttons in view is indicative of an unlawful motivation the fact that Hewell did not order anyone to remove the union insignia is more probative of motivation. Hewell's action in accepting employee Jones' transfer of her union pin from the smock to her personal blouse shows that Hewell's purpose was simply to instruct the employees on sanitary discipline in the workplace. A similar discipline in the workplace was that employees could wear jewelry while working so long as it was covered by gloves, hairnet, or smock. The reasons again appear obvious. Respondent can, with impunity, require the employees to display the union insignia only on personal belongings or on those things specifically set aside for employee notices and paraphernalia. For the above reasons, I conclude and find that Respondent has not violated the Act by the instructions issued on March 3 and 27 respecting the wearing of union pins on clothing while working.

Counsel for the General Counsel alleges that three employees were discriminatorily discharged during the union campaign. She contends that Respondent's motive in each of the discharges was the employees' display of support for the Union rather than what the employees were told at termination. The resolution is one of motivation. For counsel for the General Counsel to prevail she must establish a *prima facie* case which can only be overcome by competent, credible, rebutting evidence. Here, there is no rebutting evidence since Respondent chose not to appear. Therefore if the General Counsel's evidence establishes a *prima facie* case of discrimination the violations as alleged are proven.

In the main the General Counsel must show that Johnson, Keith, and Thomas engaged in protected activity, Respondent had knowledge of their protected activity, the action taken by Respondent against them was triggered by the protected activity, and Respondent displayed animus against unions or supportive employees.

The record evidence clearly establishes that Johnson, Keith, and Thomas did engage in protected activities and that Respondent had knowledge of each's protected activities. The coercive interrogation, unlawful no-solicitation rule, and the establishment of more onerous working conditions in reprisal for employees engaging in protected activity, found above, conclusively evinces that Respondent harbored animus against the Union and Johnson, Keith, and Thomas in particular.

Johnson credibly testified that she had never been reprimanded for her job performance and had in the past been allowed to leave the plant for personal reasons.

Keith credibly testified that she had been late clocking in only one time and that was the day of her discharge. She had never been warned of lateness nor was she ever criticized for her attitude toward her job.

Thomas credibly testified that the time of his return to work from the polling place preceded several other employees in his department who were also returning from voting and if an inordinate amount of time was taken in voting it was adequately explained by the difficulty experienced with the Laotian voters.

Thus the reasons assigned by Respondent for the discharges of Johnson, Keith, and Thomas are pretextual and the real motivation is the protected activity of Johnson, Keith, and Thomas. Such motivation is proscribed by the Act and I conclude and find that Respondent violated Section 8(a)(3) of the Act when it discharged Jennifer Johnson on February 12, Kathy Keith on March 4, and Gregory Thomas on April 10.

ADDITIONAL CONCLUSIONS OF LAW

1. By discriminatorily discharging Jennifer Johnson, Kathy Keith, and Gregory Thomas, Respondent has violated Section 8(a)(1) and (3) of the Act.
2. Respondent, by interrogating Jennifer Johnson and Gregory Thomas concerning their union sympathies, has engaged in an unfair labor practice in violation of Section 8(a)(1) of the Act.
3. Respondent, by making working conditions more onerous and as a reprisal against its employees' protected activity has violated Section 8(a)(1) of the Act.
4. Respondent, by prohibiting union solicitation of employees on nonworktime in nonwork areas of the plant has violated Section 8(a)(1) of the Act.
5. Respondent has not violated the Act by its instructions to employees to cease wearing union insignia on the company furnished smock or apron while working.
6. The aforesaid unfair labor practices affect commerce within the meaning of Section 2(6) and (7) of the Act.

REMEDY

Having found that Respondent has engaged in certain unfair labor practices, I find it necessary to order Respondent to cease and desist therefrom and to take certain affirmative action designed to effectuate the policies of the Act.

Respondent having discriminatorily discharged employees Jennifer Johnson, Kathy Keith, and Gregory Thomas, I find it necessary to order it to offer them full reinstatement to their former positions or, if those positions no longer exist, to substantially equivalent positions, with backpay computed on a quarterly basis and interest thereon to be computed in the manner prescribed in *F. W. Woolworth Company*, 90 NLRB 289 (1950), and *Florida Steel Corporation*, 231 NLRB 651 (1977),[5] from the date of their discharges to the date of a proper offer of reinstatement.

Upon the foregoing findings of fact and conclusions of law, upon the entire record, and pursuant to Section 10(c) of the Act, I hereby issue the following recommended:

ORDER[6]

The Respondent, Great Recipe Products Corporation, Atlanta, Georgia, its officers, agents, successors, and assigns, shall:

1. Cease and desist from:

(a) Discharging employees for engaging in protected activities.

(b) Interrogating employees concerning their union sympathies.

(c) Making working conditions more onerous as a reprisal for employees engaging in protected activities.

(d) Prohibiting employees from engaging in union solicitations on nonworktime in nonwork areas of the plant.

(e) In any like or related manner interfering with, restraining, or coercing employees in the exercise of rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act:

(a) Expunge from its files any reference to the discharges of Jennifer Johnson, Kathy Keith, and Gregory Thomas, and notify each that this has been done.

(b) Make Jennifer Johnson, Kathy Keith, and Gregory Thomas whole for their loss of earnings in the manner set forth in the remedy section of this Decision.

(c) Preserve and, upon request, make available to the National Labor Relations Board or its agents, for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to effectuate the backpay provisions of this Order.

(d) Post at its plant in Atlanta, Georgia, copies of the attached notice marked "Appendix."[7] Copies of said notice, on forms provided by the Regional Director for Region 10, shall be posted by Respondent immediately upon receipt thereof, and be maintained by it for 60 consecutive days thereafter, in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by Respondent to ensure that said notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director for Region 10, in writing, within 20 days from the date of this Order, what steps Respondent has taken to comply herewith.

IT IS ALSO ORDERED that the complaint be dismissed insofar as it alleges violations of the Act not specifically found.

[5] See, generally, *Isis Plumbing & Heating Co.*, 138 NLRB 716 (1962).

[6] In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.

[7] In the event that this Order is enforced by a Judgment of a United States Court of Appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."